

**ORIGINAL**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

CLERK US DISTRICT COURT  
NORTHERN DIST. OF TX  
FILED

2014 FEB 14 PM 4:05

UNITED STATES OF AMERICA

NO. 3:13-CR-321-N

DEPUTY CLERK

*T Allen*

v.

KEITH WILLIAMS

**PLEA AGREEMENT**

Keith Williams, the defendant, James Walker, the defendant's attorney, and the United States of America (the government), agree as follows:

1. **Rights of the defendant:** Williams understands that he has the right:
  - a. to plead not guilty;
  - b. to have a trial by jury;
  - c. to have his guilt proven beyond a reasonable doubt;
  - d. to confront and cross-examine witnesses and to call witnesses in his defense; and
  - e. against compelled self-incrimination.

2. **Waiver of rights and plea of guilty:** Williams waives these rights and pleads guilty to the offenses alleged in Count Two of the Indictment charging a violation of 18 U.S.C. § 1591(a) and (b)(2), Sex Trafficking of Children. Williams understands the nature and elements of the crimes to which he is pleading guilty, and agrees that the factual resume he has signed is true and will be submitted as evidence.

3. **Sentence:** The maximum and minimum penalties the Court can impose for

Count Two include:

- a. a mandatory term of imprisonment for a period of not less than ten years or more than life;
- b. a fine not to exceed \$250,000, or twice any pecuniary gain to Williams or loss to the victim(s);
- c. a term of supervised release at least five years but up to life, which will follow any term of imprisonment. If Williams violates the conditions of supervised release, he could be imprisoned for the entire term of supervised release;
- d. a mandatory special assessment of \$100; and
- e. costs of incarceration and supervision.

**4. Court's sentencing discretion and role of the Guidelines:** Williams

understands that the sentence in this case will be imposed by the Court after consideration of the United States Sentencing Guidelines. The guidelines are not binding on the Court, but are advisory only. Williams has reviewed the guidelines with his attorney, but understands no one can predict with certainty the outcome of the Court's consideration of the guidelines in this case. Williams will not be allowed to withdraw his plea if his sentence is higher than expected. Williams fully understands that the actual sentence imposed (so long as it is within the statutory maximum) is solely in the discretion of the Court.

**5. Mandatory special assessment:** Williams agrees to pay to the U.S.

District Clerk the amount of \$100, in satisfaction of the mandatory special assessments in this case.

6. **Defendant's agreement:** Williams shall give complete and truthful information and/or testimony concerning his participation in the offenses of conviction. Upon demand, Williams shall submit a personal financial statement under oath and submit to interviews by the government and the U.S. Probation Office regarding his capacity to satisfy any fines or restitution. Williams expressly authorizes the United States Attorney's Office to immediately obtain a credit report on his in order to evaluate the Defendant's ability to satisfy any financial obligation imposed by the Court. Williams fully understands that any financial obligation imposed by the Court, including a restitution order and/or the implementation of a fine, is due and payable immediately. In the event the Court imposes a schedule for payment of restitution, the Defendant agrees that such a schedule represents a minimum payment obligation and does not preclude the U.S. Attorney's Office from pursuing any other means by which to satisfy the Defendant's full and immediately enforceable financial obligation. The Defendant understands that he has a continuing obligation to pay in full as soon as possible any financial obligation imposed by the Court.

7. **Government's agreement:** The government will not bring any additional charges against Williams based upon the conduct underlying and related to the defendant's plea of guilty. The government will dismiss, after sentencing, any remaining charges in the pending Indictment. The government will file a Supplement in this case, as is routinely done in every case, even though there may or may not be any additional terms.

This agreement is limited to the United States Attorney's Office for the Northern District of Texas and does not bind any other federal, state, or local prosecuting authorities, nor does it prohibit any civil or administrative proceeding against Williams or any property.

8. **Violation of agreement:** Williams understands that if he violates any provision of this agreement, or if his guilty plea is vacated or withdrawn, the government will be free from any obligations of the agreement and free to prosecute Williams and others, for all offenses of which it has knowledge. In such event, Williams waives any objections based upon delay in prosecution. If the plea is vacated or withdrawn for any reason other than a finding that it was involuntary, Williams also waives objection to the use against him of any information or statements he has provided to the government, and any resulting leads.

9. **Voluntary plea:** This plea of guilty is freely and voluntarily made and is not the result of force or threats, or of promises apart from those set forth in this plea agreement. There have been no guarantees or promises from anyone as to what sentence the Court will impose.

10. **Waiver of right to appeal or otherwise challenge sentence:** Williams waives his rights, conferred by 28 U.S.C. § 1291 and 18 U.S.C. § 3742, to appeal from his conviction and sentence. He further waives his right to contest his conviction and sentence in any collateral proceeding, including proceedings under 28 U.S.C. § 2241 and 28 U.S.C. § 2255. Williams, however, reserves the rights (a) to bring a direct appeal of (i) a sentence exceeding the statutory maximum punishment, or (ii) an arithmetic error at

sentencing, (b) to challenge the voluntariness of his plea of guilty or this waiver, and (c) to bring a claim of ineffective assistance of counsel.

11. **Representation of counsel:** Williams has thoroughly reviewed all legal and factual aspects of this case with his lawyer and is fully satisfied with that lawyer's legal representation. Williams has received from his lawyer explanations satisfactory to him concerning each paragraph of this plea agreement, each of his rights affected by this agreement, and the alternatives available to him other than entering into this agreement. Because he concedes that he is guilty, and after conferring with his lawyer, Williams has concluded that it is in his best interest to enter into this plea agreement and all its terms, rather than to proceed to trial in this case.

12. **Entirety of agreement:** This document is a complete statement of the parties' agreement and may not be modified unless the modification is in writing and signed by all parties.

Agreed to and signed this 14<sup>th</sup> day of February, 2014.

SARAH R. SALDAÑA  
UNITED STATES ATTORNEY

Chad Meacham  
CHAD MEACHAM  
Criminal Chief

Cara Foos Pierce  
CARA FOOS PIERCE  
Assistant United States Attorney  
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Keith Williams  
KEITH WILLIAMS  
Defendant

James Walker  
JAMES WALKER  
Attorney for Defendant

**CERTIFICATION**

I have read or had read to me this Plea Agreement and have carefully reviewed every part of it with my attorney. I fully understand it and voluntarily agree to it.

Keith Williams  
KEITH WILLIAMS  
Defendant

2-13-14  
Date

I am the defendant's counsel. I have carefully reviewed every part of this Plea Agreement with the defendant. To my knowledge and belief, my client's decision to enter into this Plea Agreement is an informed and voluntary one.

James Walker  
JAMES WALKER  
Attorney for Defendant

2-13-14  
Date

I have been advised, and understand, that under the Sex Offender Registration and Notification Act, a federal law, I must register and keep the registration current in each of the following jurisdictions: where I reside; where I am an employee; and where I am a student. I understand that the requirements for registration include providing my name, my residence address, and the names and addresses of any places where I am or will be an employee or a student, among other information. I further understand that the requirement to keep the registration current includes informing at least one jurisdiction in which I reside, am an employee, or am a student not later than three business days after any change of my name, residence, employment, or student status. I have been advised, and understand, that failure to comply with these obligations subjects me to prosecution for failure to register under federal law, 18 U.S.C. Section 2250, which is punishable by a fine or imprisonment or both.

Keith Williams  
KEITH WILLIAMS

2-13-14

Date

I have read (or had read to me) this Plea Agreement and have carefully reviewed every part of it with my attorney. I fully understand it and voluntarily agree to it.

Keith Williams  
KEITH WILLIAMS

2-13-14

Date

I am the defendant's counsel. I have carefully reviewed every part of this Plea Agreement with the defendant. To my knowledge and belief, my client's decision to enter into this Plea Agreement is an informed and voluntary one.

James Walker  
JAMES WALKER  
Attorney for Defendant

2-13-14

Date